subsequent repetition or rumor is such a consequence is a matter of fact ordinarily to be determined by the jury, citing in support, *Merchants' Ins. Co.* v. *Buckner,* 98 Fed. 222; *Williams* v. *Fulks,* 113 Ark. 82; *Moore* v. *Stevenson,* 27 Conn. 14; *Zier* v. *Hofflin,* 33 Minn. 66, 53 Am. Rep. 9; *Rice* v. *Cottrel,* 5 R. I. 340. The reasoning in support of the rule is as follows: all compensatory damages are based upon injury actually suffered from the wrongful act of the defendant and its natural and probable consequences. The extent of injury in defamation is unique in one very important feature, in that it depends almost entirely upon the extent of the circulation of the defamation. The more wide-spread the circulation of rumors, reports, and repetitions, that is, the greater the damage, the more intangible and difficult the fixing of the responsibility for the injury as a whole. Hence justice to one slandered, in measuring damages, as well as a protection to the defendant against excessive damages requires that such evidence should be allowed. And the rule of law being that a man is liable in damages for his wrongful act and all its natural and probable consequences, why should a rule of evidence, technically applied, exclude from the jury evidence that they may consider in determining what are natural and probable consequences? The admission of such evidence for such a purpose would effect full and satisfactory justice for the plaintiff in slander cases where the defamatory statements are widely circulated, thus replacing the practical distressing situation of today, recovery varying inversely to the injury, with a recovery directly proportioned to the injury suffered.

TELEGRAPHS AND TELEPHONES—LIABILITY FOR UNREPEATED MESSAGES.—The plaintiff sent a reply telegram to his agent, in another state, in which the defendant company made an error in transmission, so that the plaintiff's agent sold land for $50, instead of $55 per acre, and the plaintiff sues for damages. There were the usual printed stipulations on the telegram blank, limiting the liability of the company, for mistakes in transmission, to the price of the telegram, unless repeated, and in any event to $50 unless a greater value was declared in writing, and an additional rate was paid. *Held,* in the absence of a decision by the Supreme Court of the United States, that the stipulation was invalid, even though an interstate telegram. *Western Union Telegraph Co.* v. *Southwick* (1919, Texas), 214 S. W. 987.

Since the act of Congress, June 18, 1910, c. 309, Sec. 7 (U. S. Compiled Statutes 1913, Sec. 8563) telegraph and telephone companies have been carriers within the meaning of that act, as far as interstate business was concerned, and have been under the Interstate Commerce Commission. The various state jurisdictions have been in conflict as to whether telegraph companies could limit their liability for error in transmission due to negligence, although the tendency has been toward the rule that they could not. 2 MICH. L. REV. 420. The Supreme Court of the United States had held in the case of a cipher message, that such a limitation was reasonable and valid, although they held that a telegraph company was not a common carrier. *Primrose* v. *Western Union Telegraph Co.,* 154 U. S. 1. At the present time the courts differ as to the application of *Primrose* v. *Western Union Telegraph Co.,*

supra, in controlling them, because it was a *cipher* message. The following late cases have held *Primrose* v. *Western Union Telegraph Co.,* controlling. *Western Union Telegraph Co.* v. *Bank of Spencer,* 53 Okla. 398; *Boyce* v. *Western Union Telegraph Co.,* 119 Va. 14; *Postal Telegraph Co.* v. *Jones,* 7 Ohio App. 90; *Western Union Telegraph Co.* v. *Dant,* 42 App. D. C. 398; *Meadows* v. *Postal Telegraph and Cable Co.,* 173 N. C. 240; *Williams* v. *Western Union Telegraph Co.,* 203 Fed. 140. But in some other jurisdictions they have held that "until the Federal Supreme Court, which has final authority in the matter, shall decide otherwise, we hold that state law applies to the telegraph and telephone business, even though it may incidentally affect interstate commerce, etc.," thus refusing to recognize *Primrose* v. *Western Union Telegraph Co., supra. Dickerson* v. *Western Union Telegraph Co.,* 114 Miss. 115; *Des Arcs Oil Mill* v. *Western Union Telegraph Co.,* 132 Ark. 335; *Western Union Telegraph Co.* v. *Bailey,* 108 Tex. 427; *Harris* v. *Western Union Telegraph Co.,* 136 Ark. 63. But in view of the decisions, in relation to carriers, beginning with *Adams Express Co.* v. *Croninger,* 226 U. S. 491 and ending with *Geo. N. Pierce Co.* v. *Wells, Fargo & Co.,* 236 U. S. 278, commented on in 17 MICH. L. REV. 183, and volumes there cited, there can be little doubt that the Supreme Court will hold these stipulations reasonable and valid, contrary to the decision in the principal case. [See *Postal Telegraph-Cable Co.* v. *Warren-Goodwin Lumber Co.* (U. S. Sup. Ct., Dec. 8, 1919), to be noted in January number of this Review, settling law *contra* to principal case.]